



**G A O**

Accountability \* Integrity \* Reliability

**Comptroller General  
of the United States**

**United States General Accounting Office  
Washington, DC 20548**

# Decision

**Matter of:** McBride-IHS

**File:** B-290074

**Date:** June 3, 2002

---

Rudiger Leyh for the protester.

Dennis J. Gallagher, Esq., Department of State, for the agency.

Paul E. Jordan, Esq., and John M. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

---

## **DIGEST**

1. Agency properly determined that offeror's proposal was technically unacceptable, even after proposal revisions, where agency reasonably found the proposed relief guard plan, utilizing supervisory personnel and guards from the next scheduled shift, to be unrealistic and inadequate to ensure proper coverage of guard absences.
  2. Agency engaged in meaningful discussions where it led protester into deficient areas of its proposal requiring correction to become technically acceptable.
- 

## **DECISION**

McBride-IHS, a joint venture, protests the award of a contract to Pond's Security Service under request for proposals (RFP) No. SGM500-00-R-0006, issued by the Department of State for local guard services in Germany. McBride challenges the agency's evaluation of its proposal.

We deny the protest.

The RFP sought proposals to provide some 150 armed and unarmed guards for 50 different posts, along with surveillance detection services, for the U.S. Embassy in Berlin, 5 consulates, and 4 other U.S. government facilities. The RFP contemplated the award of a fixed-price, time and materials contract for a base year, with 4 option years. Technical proposals were to be evaluated under three major factors: contract management plan, experience/past performance, and preliminary transition plan. Each factor was made up of various subfactors. Relevant here, under the transition plan factor, proposals were to be evaluated on the basis of recruitment, employee training, licenses and permits, insurance, priority guard posts, phase-in, plans for

relief guards, and timeline. In order to be evaluated as technically acceptable, a proposal had to be rated acceptable under all three major factors. Proposals were also evaluated on the basis of total price including options, and any U.S. preference adjustment. Award was to be made to the firm submitting the lowest priced, technically acceptable offer.

Ten offerors, including Pond's and McBride, submitted proposals. Two proposals were eliminated due to incompleteness, one was withdrawn, and four more were eliminated after the initial evaluation. Of the remaining three proposals, only that of Pond's was considered technically acceptable as submitted. The agency conducted discussions with all three offerors and obtained revised proposals. The technical evaluation panel reviewed the offerors' submissions and reached a consensus evaluation for each proposal. In the final evaluation, again, only the Pond's proposal was determined technically acceptable. While McBride's revised proposal was lower priced than that of Pond's and was found to have addressed all discussion issues, the evaluators found it unacceptable with regard to the relief guard plan and conditionally acceptable as to the number of contract personnel. The source selection authority therefore made award to Pond's. After receiving notice of the award and a debriefing, McBride filed this protest.

## TECHNICAL EVALUATION

### Relief Guard Plan

McBride challenges the evaluation of its proposal as unacceptable based on its relief guard plan. In reviewing a protest against an agency's proposal evaluation, our role is limited to ensuring that the evaluation was reasonable and consistent with the terms of the solicitation and applicable statutes and regulations. National Toxicology Labs., Inc., B-281074.2, Jan. 11, 1999, 99-1 CPD ¶ 5 at 3.<sup>1</sup> The evaluation here was unobjectionable.

---

<sup>1</sup> Preliminarily, McBride asserts that the consensus rating of its proposal as unacceptable was improper because two of the three evaluators found its revised proposal acceptable. However, consensus ratings need not be those initially awarded by the individual evaluators; such ratings properly may be determined, as here, after discussions among them. It is not unusual for individual evaluator ratings to differ could cancel from one another, or from the consensus ratings eventually assigned; the overriding concern for our purposes is not whether the final ratings are consistent with earlier, individual ratings, but whether they reasonably reflect the relative merits of the proposals. Brisk Waterproofing Co., Inc., B-276247, May 27, 1997, 97-1 CPD ¶ 195 at 2 n.1. As discussed below, the consensus rating assigned to McBride's proposal was reasonable.

The RFP required offerors to submit a plan for “fully trained and qualified” relief guards, at no additional cost, who were provided “to allow for comfort, personal needs, stress, meals, or other required or requested absences from post” of security personnel at fixed posts. RFP §§ C.3.1.2, L.1.3.3(c)(4). The RFP did not provide any additional guidance on how plans were to be configured. McBride’s initial proposal plan was based on using as relief guards “other guards or the guard shift supervisor” (for up to 3 hours per day), with longer periods accommodated by replacement guards. McBride Proposal ¶ C.7. Emergency absences were to be covered by the shift supervisor until replacement guards reported for duty. McBride also offered “alert teams” to cover operational contingencies within 2 hours, but did not provide any details regarding those teams. Id. The consensus evaluation found McBride’s approach an “unrealistic proposal to use guards on duty” (Agency Report (AR), Tab 15), and the agency advised McBride in discussions that this approach was unacceptable and lacking in detail. AR, Tab 21, at 3.

McBride’s revised proposal plan stated that normal relief (up to 15 minutes per absence) would be provided by the senior guard or shift supervisor, with the emergency relief guard to be “the next scheduled oncoming shift guard,” who was to arrive within one hour.<sup>2</sup> McBride Revised Proposal, “Relief Guards.” The evaluation consensus found this revised plan “unrealistic, inadequate, and unacceptable,” and that it evidenced a lack of understanding of the requirement. AR, Tab 27, Technical Evaluation Report (TER), at 3. Specifically, the agency found that it was not clear how many personnel McBride was proposing; notwithstanding proposal statements that relief guards were included within the total number of personnel, McBride’s personnel list indicated that the relief guards (nearly one-third of the total) were not included in the total. McBride Revised Proposal, Encl. 4. In addition, the agency noted that McBride continued to propose to use supervisory personnel as relief guards, the same approach McBride had been advised was unacceptable, and also that its proposed approach could not “possibly meet the stated requirement as it would take far too long until off-shift guards would be able to arrive at the posts where relief is required, especially since [the RFP] appeared to clearly describe relief situations as sudden and unforeseen events requiring immediate relief.” AR, Tab 27, TER, at 3. The agency further noted that the proposed plan “would necessarily lead to extended work hours/shifts for regular guard personnel which was not acceptable because it was foreseeable that this would sooner or later lead to fatigue and have a negative effect on performance.” Id. The agency found that the proposal also failed to make clear how off-shift guards would be contacted; how their availability would be ensured; and how quickly and by what means they would arrive at their posts. Id.

---

<sup>2</sup> For two locations, the proposal provided for the shift supervisor to fill in until the relief guard arrived, but did not explain what was to happen in the other eight locations.

We see nothing unreasonable in the agency's conclusions. The agency explains that a proper relief guard plan was considered essential, in part, because it had experienced chronic guard shortage problems under the incumbent contract; the agency was concerned that such shortages could result in increased working hours for guards already putting in long hours, which in turn could result in guards being mentally or physically ineffective. AR, Tab 27, TER Summary. This became a greater concern after the terrorist attacks of September 11, because the agency has "experienced more frequent incidents requiring additional guard staffing with little or no advance warning." *Id.* The agency referenced its concerns in specifically advising McBride during discussions that its proposal to use supervisory personnel and other on-duty guards as relief guards was unacceptable. McBride's revised plan nevertheless continued to offer supervisory personnel and regular guards from the next shift to fill relief needs, without addressing the issues of availability and the eventual fatigue of relief personnel inherent in its plan. Given the agency's need for effective guard coverage at all times to ensure the safety of embassy and consulate personnel, it reasonably determined that these deficiencies, along with the others noted above, rendered McBride's relief guard plan unacceptable. See Integrity Private Security Servs., Inc., B-255172, Dec. 17, 1993, 93-2 CPD ¶ 332 at 4.

McBride asserts that, by rejecting its entire proposal based on its unacceptable relief plan, the agency improperly gave undue weight to the relief plan subfactor. This argument is without merit. To be considered technically acceptable, a proposal had to be acceptable under each of the major evaluation factors. RFP § M.2.b. The factor ratings were based on the ratings under each subfactor. As discussed above, the agency reasonably evaluated McBride's proposal as unacceptable under the relief guard plan subfactor, which in turn rendered its proposal unacceptable under the transition plan factor. While McBride minimizes the significance of this subfactor, the agency has explained why, in fact, the relief guard plan was a crucial element for an effective guard force. Since we find this explanation reasonable, we conclude that the agency did not give undue weight to the relief plan subfactor, and properly rejected McBride's proposal as unacceptable.

## DISCUSSIONS

McBride asserts that the agency failed to provide the firm with meaningful discussions as to what would be acceptable in a relief guard plan.<sup>3</sup> While agencies

---

<sup>3</sup> In a related argument, McBride asserts that it was unaware that the agency's communications with it constituted discussions, or that its response was its final proposal revision. This argument is without merit. It was or should have been clear to McBride that the agency's communications were discussions. In this regard, the discussions letter asked 14 questions about various aspects of the proposal and specifically advised that the proposal was "susceptible to being made acceptable, provided" the agency's concerns were resolved. AR, Tab 21. McBride's 59-page

(continued...)

generally are required to conduct meaningful discussions by leading offerors into the areas of their submissions requiring amplification, this does not mean that an agency must “spoon feed” a vendor as to each and every item that must be revised or addressed to improve the submission. Arctic Slope World Servs., Inc., B-284481, B-284481.2, Apr. 27, 2000, 2000 CPD ¶ 75 at 9. Here, the agency’s discussions identified the relief guard plan requirement; specifically noted that McBride’s plan did “not provide sufficient detail”; and advised that McBride’s plan “to have other guards on duty and the supervisory guards to provide relief for up to 3 hours . . . would not be acceptable.” AR, Tab 21 at 3. This clearly was sufficient to lead McBride into the area of its proposal requiring more information and/or revision, and thus satisfied the requirement that discussions be meaningful. Arctic Slope World Servs., Inc., *supra*. While McBride maintains that the agency should have provided it additional discussions regarding its revised plan, agencies are not required to notify offerors of deficiencies remaining in proposals, or to conduct successive rounds of discussions until all omissions are corrected. OMV Medical, Inc., B-281490, Feb. 16, 1999, 99-1 CPD ¶ 38 at 7.

The protest is denied.

Anthony H. Gamboa  
General Counsel

---

(...continued)

response, including a verification of its price, indicates that the protester was well-aware of the importance of its response.